

The Honorable Barbara J. Rothstein

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON

ARYASP NEJAT,

Plaintiff,

v.

DELTA AIR LINES, INC.,

Defendant.

Case No. 2:24-cv-01554-BJR

**AMENDED STIPULATED  
PROTECTIVE ORDER**

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c)(2). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential or highly confidential information under seal.

2. “CONFIDENTIAL” AND “HIGHLY CONFIDENTIAL” MATERIAL

“Confidential” material shall include the following documents and tangible things produced or otherwise exchanged: (a) documents containing medical information or personal identifying information; (b) documents containing private or personal information of non-parties; (c) proprietary business information of Defendant; (d) documents or testimony containing sensitive financial or other business or organizing confidential information of any party or non-party; (e) anything containing trade secrets of Defendant; (f) Non-public financial, accounting, commercial, proprietary data or applications, or other proprietary or trade secret information of the parties; (g) Information over which the designating party is obligated to maintain confidentiality by law, contract, or otherwise.

“Highly confidential” material means the names or other identifying information of persons, other than parties to this litigation, who made personnel complaints against anyone involved in this litigation.

3. SCOPE

The protections conferred by this agreement cover not only confidential and highly confidential material (as defined above), but also (1) any information copied or extracted from confidential or highly confidential material; (2) all copies, excerpts, summaries, or compilations of confidential or highly confidential material; and (3) any testimony, conversations, or presentations by parties or their counsel that might reveal confidential or highly confidential material.

However, the protections conferred by this agreement do not cover information that is in the public domain, that either party acquired independently of this litigation, or that becomes part of the public domain through trial or otherwise.

4. ACCESS TO AND USE OF CONFIDENTIAL OR HIGHLY CONFIDENTIAL MATERIAL

4.1 Basic Principles. A receiving party may use confidential or highly confidential material that is disclosed or produced by another party or by a non-party in connection with this case

only for prosecuting, defending, or attempting to settle this litigation. Confidential and highly confidential material may be disclosed only to the categories of persons and under the conditions described in this agreement. Confidential material must be stored and maintained by a receiving party at a location and in a secure manner that ensures that access is limited to the persons authorized under this agreement.

4.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the designating party, a receiving party may disclose any confidential material only to:

(a) the receiving party’s counsel of record in this action, as well as employees of counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) the officers, directors, and employees (including in house counsel) of the receiving party to whom disclosure is reasonably necessary for this litigation, unless the parties agree that a particular document or material produced is for Attorney’s Eyes Only and is so designated;

(c) experts and consultants to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court, court personnel, and court reporters and their staff;

(e) copy or imaging services retained by counsel to assist in the duplication of confidential material, provided that counsel for the party retaining the copy or imaging service instructs the service not to disclose any confidential material to third parties and to immediately return all originals and copies of any confidential material;

(f) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this agreement;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

4.2.5 Disclosure of Highly Confidential Material. Unless otherwise ordered by the court or permitted in writing by the designating party, a receiving party may disclose any highly confidential material only to:

(a) the receiving party's counsel of record in this action, as well as employees of counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) experts and consultants to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(c) the court, court personnel, and court reporters and their staff;

(d) copy or imaging services retained by counsel to assist in the duplication of highly confidential material, provided that counsel for the party retaining the copy or imaging service instructs the service not to disclose any confidential material to third parties and to immediately return all originals and copies of any confidential material;

(e) during their depositions, witnesses in the action to whom disclosure is reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this agreement;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

Highly confidential information shall not be disclosed to the receiving party without the written consent of the designating party or court order.

1 Nothing in this order shall preclude counsel of record in this action, or their employees, from  
 2 contacting persons whose identities have been designated highly confidential for any purpose  
 3 consistent with applicable Rules of Professional Conduct.

4  
 5 4.3 Filing Confidential or Highly Confidential Material. Before filing confidential or  
 6 highly confidential material or discussing or referencing such material in court filings, the filing  
 7 party shall confer with the designating party, in accordance with Local Civil Rule 5(g)(3)(A), to  
 8 determine whether the designating party will remove the confidential or highly confidential  
 9 designation, whether the document can be redacted, or whether a motion to seal or stipulation and  
 10 proposed order is warranted. During the meet and confer process, the designating party must identify  
 11 the basis for sealing the specific confidential or highly confidential information at issue and the filing  
 12 party shall include this basis in its motion to seal, along with any objection to sealing the information  
 13 at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards that  
 14 will be applied when a party seeks permission from the court to file material under seal. A party  
 15 who seeks to maintain the confidentiality of its information must satisfy the requirements of Local  
 16 Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy this  
 17 requirement will result in the motion to seal being denied, in accordance with the strong presumption  
 18 of public access to the Court's files.

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party or  
 21 non-party that designates information or items for protection under this agreement must take care to  
 22 limit any such designation to specific material that qualifies under the appropriate standards. The  
 23 designating party must designate for protection only those parts of material, documents, items, or  
 24 oral or written communications that qualify, so that other portions of the material, documents, items,  
 25 or communications for which protection is not warranted are not swept unjustifiably within the ambit  
 26 of this agreement.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown  
 2 to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to unnecessarily  
 3 encumber or delay the case development process or to impose unnecessary expenses and burdens on  
 4 other parties) expose the designating party to sanctions.

5 If it comes to a designating party's attention that information or items that it designated for  
 6 protection do not qualify for protection, the designating party must promptly notify all other parties  
 7 that it is withdrawing the mistaken designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this agreement  
 9 (see, *e.g.*, second paragraph of section 5.2(b) below), or as otherwise stipulated or ordered, disclosure  
 10 or discovery material that qualifies for protection under this agreement must be clearly so designated  
 11 before or when the material is disclosed or produced.

12 (a) Information in documentary form: (*e.g.*, paper or electronic documents and  
 13 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings),  
 14 the designating party must affix the word "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" to  
 15 each page that contains such material. If only a portion or portions of the material on a page qualifies  
 16 for protection, the producing party also must clearly identify the protected portion(s) (*e.g.*, by making  
 17 appropriate markings in the margins).

18 (b) Testimony given in deposition or in other pretrial proceedings: the parties and  
 19 any participating non-parties must identify on the record, during the deposition or other pretrial  
 20 proceeding, all protected testimony, without prejudice to their right to so designate other testimony  
 21 after reviewing the transcript. Any party or non-party may, within fifteen days after receiving the  
 22 transcript of the deposition or other pretrial proceeding, designate portions of the transcript, or  
 23 exhibits thereto, as confidential or highly confidential. If a party or non-party desires to protect  
 24 confidential or highly confidential information at trial, the issue should be addressed during the pre-  
 25 trial conference.

(c) Other tangible items: the producing party must affix in a prominent place on the exterior of the container or containers in which the information or item is stored the word “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection, the producing party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the designating party’s right to secure protection under this agreement for such material. Upon timely correction of a designation, the receiving party must make reasonable efforts to ensure that the material is treated in accordance with the provisions of this agreement.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any party or non-party may challenge a designation of confidentiality or high confidentiality at any time. Unless a prompt challenge to a designating party’s designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a party does not waive its right to challenge a designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The parties must make every attempt to resolve any dispute regarding confidential or highly confidential designations without court involvement. Any motion regarding such designations or for a protective order must include a certification, in the motion or in a declaration or affidavit, that the movant has engaged in a good faith meet and confer conference with other affected parties in an effort to resolve the dispute without court action. The certification must list the date, manner, and participants to the conference. A good faith effort to confer requires a face-to-face meeting or a telephone conference.

6.3 Judicial Intervention. If the parties cannot resolve a challenge without court intervention, the designating party may file and serve a motion to retain confidentiality or high confidentiality under Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if

applicable). The burden of persuasion in any such motion shall be on the designating party. Frivolous challenges, and those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may expose the challenging party to sanctions. All parties shall continue to maintain the material in question as confidential until the court rules on the challenge.

7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL,” that party must:

(a) promptly notify the designating party in writing and include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this agreement. Such notification shall include a copy of this agreement; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose confidential material may be affected.

8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

Any person in possession of another party’s Confidential or Highly Confidential information shall maintain a written information security program that includes reasonable administrative, technical, and physical safeguards designed to protect the security and confidentiality of such information, protect against any reasonably anticipated threats or hazards to the security of such information, and protect against unauthorized access to or use of such information. To the extent a person or party does not have an information security program they may comply with this provision by having the Confidential or Highly Confidential information managed by and/or stored



1 with eDiscovery vendors or claims administrators that maintain such an information  
2 security program.

3 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential or  
4 highly confidential material to any person or in any circumstance not authorized under this  
5 agreement, the receiving party must immediately (a) notify in writing the designating party of the  
6 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected  
7 material, (c) inform the person or persons to whom unauthorized disclosures were made of all the  
8 terms of this agreement, and (d) request that such person or persons execute the “Acknowledgment  
9 and Agreement to Be Bound” that is attached hereto as Exhibit A.

10 If the receiving party discovers a breach of security, including any actual or suspected  
11 unauthorized access, relating to another party’s Confidential or Highly Confidential information,  
12 the receiving party shall: (a) promptly provide written notice to the designating party of such breach;  
13 (b) investigate and take reasonable efforts to remediate the effects of the breach, and provide the  
14 designating party with assurances reasonably satisfactory to the designating party that such breach  
15 shall not recur; and (c) provide sufficient information about the breach that the designating  
16 Party can reasonably ascertain the size and scope of the breach. If required by any judicial or  
17 governmental request, requirement, or order to disclose such information, the receiving party shall  
18 take all reasonable steps to give the designating party sufficient prior notice in order to contest such  
19 request, requirement, or order through legal means. The receiving party agrees to cooperate with  
20 the designating party or law enforcement in investigating any such security incident. In any event,  
21 the receiving party shall promptly take all necessary and appropriate corrective action to terminate  
22 the unauthorized access.

23 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
24 MATERIAL

25 When a producing party gives notice to receiving parties that certain inadvertently produced  
26 material is subject to a claim of privilege or other protection, the obligations of the receiving parties

are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order or agreement that provides for production without prior privilege review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

10. NON-TERMINATION AND RETURN OF DOCUMENTS

(a) Within 60 days after the termination of this action, including all appeals, each receiving party must return all confidential material to the producing party, including all copies, extracts and summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

(b) If Confidential or Highly Confidential material or Protected Documents have been loaded into any litigation review database, the attorney for the party using such database shall have the responsibility of ensuring that all such Confidential or Highly Confidential material or Protected Documents, including all associated images and native files, are extracted from such databases (including any associated staging databases) and destroyed. “Destroyed” shall mean deletion of documents from all databases, applications, and/or file systems in a manner such that they are not readily accessible without the use of specialized tools or techniques typically used by a forensic expert.

(c) Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain confidential material.

(d) The confidentiality obligations imposed by this agreement shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise.

11. COMPUTATION OF TIME

The computation of any period of time prescribed or allowed by this Order shall be governed by the provisions for computing time set forth in Federal Rule of Civil Procedure 6(a)–(c).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: April 2, 2025.

s/ Kathleen Phair Barnard  
Kathleen Phair Barnard, WSBA #17896  
[barnard@workerlaw.com](mailto:barnard@workerlaw.com)  
Darin M. Dalmat, WSBA #51384  
[dalmat@workerlaw.com](mailto:dalmat@workerlaw.com)  
Marina Multhaup, WSBA #58877  
[multhaup@workerlaw.com](mailto:multhaup@workerlaw.com)  
Barnard Iglitzin & Lavitt LLP  
18 W. Mercer St., Suite 400  
Seattle, WA 98119  
Tel: 206-257-6002

Attorneys for Plaintiff

s/ Breanne F. Lynch  
Breanne F. Lynch, WSBA #55242  
[blynch@littler.com](mailto:blynch@littler.com)  
LITTLER MENDELSON, P.C.  
One Union Square  
600 University Street, Suite 3200  
Seattle, WA 98101.3122  
Telephone: 206.623.3300

Kyllan Kershaw, admitted *pro hac vice*  
[kkershaw@littler.com](mailto:kkershaw@littler.com)  
LITTLER MENDELSON, P.C.  
3424 Peachtree Road NE  
Suite 1200, Monarch Tower  
Atlanta, GA 30326

Attorneys for Defendant

1 PURSUANT TO STIPULATION, IT IS SO ORDERED.

2 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any  
3 documents, electronically stored information (ESI) or information, whether inadvertent or otherwise,  
4 in this proceeding shall not, for the purposes of this proceeding or any other federal or state  
5 proceeding, constitute a waiver by the producing party of any privilege applicable to those  
6 documents, including the attorney-client privilege, attorney work-product protection, or any other  
7 privilege or protection recognized by law. This Order shall be interpreted to provide the maximum  
8 protection allowed by Fed. R. Evid. 502(d). The provisions of Fed. R. Evid. 502(b) do not apply.  
9 Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review of  
10 documents, ESI or information (including metadata) for relevance, responsiveness and/or  
11 segregation of privileged and/or protected information before production. Information produced in  
12 discovery that is protected as privileged or work product shall be immediately returned to the  
13 producing party.

14  
15 DATED: April 4, 2025



The Honorable Barbara J. Rothstein  
United States District Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Western District of Washington on \_\_\_\_\_ in the case of *Aryasp Nejat v. Delta Air Lines, Inc.*, Case No. 2:24-cv-01554-BJR. I agree to comply with and to be bound by all terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I am a resident of the State of Washington, over the age of eighteen years, and not a party to the within action, hereby certify that on April 4, 2025, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will give notice of such filing to the following:

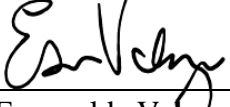
**Attorneys for Defendant**

Breanne F. Lynch, WSBA #55242  
[blynch@littler.com](mailto:blynch@littler.com)  
LITTLER MENDELSON, P.C.  
One Union Square  
600 University Street, Suite 3200  
Seattle, WA 98101.3122  
Telephone: 206.623.3300

Kyllan Kershaw, admitted *pro hac vice*  
[kkershaw@littler.com](mailto:kkershaw@littler.com)  
LITTLER MENDELSON, P.C.  
3424 Peachtree Road NE  
Suite 1200, Monarch Tower  
Atlanta, GA 30326

I declare under the penalty of perjury under the laws of the State of Washington that the above is true and correct.

Executed on April 4, 2025, at Seattle, Washington.

  
\_\_\_\_\_  
Esmeralda Valenzuela, Paralegal